

REGISTER OF ACTIONSCASE NO. DC-15-02510MAINALI CORPORATION vs. COVINGTON SPECIALTY
INSURANCE COMPANY et al§
§
§
§
§Case Type: **INSURANCE**
Date Filed: **03/02/2015**
Location: **160th District Court****PARTY INFORMATION**DEFENDANT COVINGTON SPECIALTY INSURANCE
COMPANY

DEFENDANT ENGLE MARTIN & ASSOCIATES, INC.,

DEFENDANT SUMMERS, LYNN

PLAINTIFF MAINALI CORPORATION

Lead Attorneys**HARRISON H YOSS***Retained*

214-871-8200(W)

HARRISON H YOSS*Retained*

214-871-8200(W)

HARRISON H YOSS*Retained*

214-871-8200(W)

JEFFREY L RAIZNER*Retained*

713-554-9099(W)

EVENTS & ORDERS OF THE COURT**OTHER EVENTS AND HEARINGS**03/02/2015 **NEW CASE FILED (OCA) - CIVIL**03/02/2015 **ORIGINAL PETITION***Plaintiff's Original Petition & Jury Demand*03/02/2015 **ISSUE CITATION***ESERVE jraizner@doyleraizner.com 4468665*03/02/2015 **ISSUE CITATION COMM OF INS OR SOS***ESERVE jraizner@doyleraizner.com 4468665*03/12/2015 **CITATION SOS/COI/COH/HAG***COI*

COVINGTON SPECIALTY INSURANCE COMPANY

Served

03/13/2015

Returned

03/19/2015

03/12/2015 **CITATION**

ENGLE MARTIN & ASSOCIATES, INC.,

Served

03/13/2015

Returned

03/19/2015

SUMMERS, LYNN

Served

03/23/2015

Returned

03/25/2015

03/12/2015 **CITATION ISSUED**03/19/2015 **RETURN OF SERVICE***CITATION RETURN*03/19/2015 **RETURN OF SERVICE***CITATION RETURN*03/25/2015 **RETURN OF SERVICE***LYNN SUMMERS- RETURN OF SERVICE*04/02/2015 **DESIGNATE LEAD COUNSEL**04/03/2015 **ORIGINAL ANSWER - GENERAL DENIAL****FINANCIAL INFORMATION****PLAINTIFF MAINALI CORPORATION**

Total Financial Assessment

335.00

Total Payments and Credits

335.00

Balance Due as of 04/09/2015**0.00**

03/06/2015 Transaction

Assessment

335.00

03/06/2015 CREDIT CARD -

TEXFILE (DC)

Receipt # 13006-2015-DCLK

MAINALI CORPORATION

(335.00)

EXHIBIT2

DC-15-02510

Crystal McDowell

Cause No. _____

MAINALI CORPORATION

§ IN THE DISTRICT COURT OF

§

V.

§ DALLAS COUNTY, TEXAS

§

COVINGTON SPECIALTY INSURANCE

§

COMPANY, ENGLE MARTIN &

§

ASSOCIATES, INC., AND

§

LYNN SUMMERS

§ ____ JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION & JURY DEMAND

TO THE HONORABLE JUDGE & JURY OF DALLAS COUNTY CITIZENS:

Plaintiffs MAINALI CORPORATION (collectively "Mainali" or "Plaintiff") file this Original Petition & Jury Demand against Defendants COVINGTON SPECIALTY INSURANCE COMPANY ("Covington"), ENGLE MARTIN & ASSOCIATES, INC. ("Engle Martin"), and LYNN SUMMERS ("Summers") (together "Defendants") and would respectfully show the following:

Discovery Control Plan

1.1 Mainali intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.

Parties

2.1 Mainali is a corporation organized under the laws of the State of Texas.

2.2 Upon information and belief, Covington is a foreign surplus lines insurance company engaged in the business of insurance in Texas, operating for the purpose of accumulating monetary profit. Covington regularly conducts the business of insurance in a systematic and continuous manner in the State of Texas.

Covington does not maintain an agent for service in Texas and accordingly may be served with process by serving certified mail, return receipt requested, to Texas Commissioner of Insurance, 333 Guadalupe, Austin, Texas 78701, who can forward process to President, 945 East Paces Ferry Road, Suite 1800, Atlanta, Georgia 30326-1160.

2.3 Upon information and belief, Engle Martin is a corporation organized under the State of Georgia with a field office in Dallas, Texas. Engle Martin may be served with process by serving its registered agent, Corporation Service Company, 211 East 7th Street, Austin, Texas 78701.

2.4 Upon information and belief, Lynn Summers is a natural person who resides and works in the State of Texas and may be served with process at his place of residence, Lynn Summers, 13840 James Ranch Court, Justin, Texas 76247.

Venue & Jurisdiction

3.1 Venue is proper in Dallas County under Tex. Civ. Prac. & Rem. Code Section 15.002(a)(1), as all or a substantial part of the events or omissions giving rise to this claim occurred in Dallas County, Texas. In particular, the insurance policy at issue and of which Mainali is a beneficiary was to be performed in Dallas County, Texas and the losses under the policy (including claim decisions by Defendants' representatives and policy payments to be made to Mainali under the policy) were required to be made in Dallas County, Texas. Further, investigation and claim determinations serving as the basis for this claim handling lawsuit, including communications to and from Defendants and

Mainali (including telephone calls, mailings, and other communications to Mainali) occurred in Dallas County, Texas.

3.2 Mainali seeks damages within the jurisdictional limits of this Court. Mainali trusts the jury to evaluate the evidence, but at this time, Mainali seeks monetary relief in an amount over \$1,000,000. Mainali reserves the right to modify the amount and type of relief sought in the future.

Factual Background

4.1 On or before April 13, 2014, Mainali entered into a contract with Covington whereby Covington would provide property insurance for the property located at 2806 Highway 51 FM South, Decatur, Texas 76234 (the "Property") in exchange for the timely payment of premiums under Policy No. VBA25738000 (the "Policy"). The Property consists of a Chevron station and convenience store. The Policy was sold by Covington to Mainali as the insured under the Policy and provides coverage for damages to the Property resulting from fire and also provides coverage for business interruption losses.

4.2 On or about April 13, 2014, the Property was substantially damaged by a fire that broke out at the Property. As a result, the roof, exterior, electrical systems, HVAC, interiors, inventory, fixtures and other structures of the Property were substantially damaged. The covered event has also resulted in a loss of business income, otherwise known as business interruption, another coverage specifically afforded to Plaintiff under the Policy. Upon discovering the damage, Plaintiff immediately filed an insurance claim under the Policy with

Covington for damage to the Property and business caused by the fire. Plaintiff asked that the full extent of the losses be covered pursuant to the Policy.

4.3 Covington is the insurer on the property. Covington assigned adjusters, consultants, and agents to Plaintiff's file that were inadequate and improperly trained. Specifically, Covington assigned Engle Martin out of Dallas as the third party adjusting firm who in turn assigned its internal adjuster Summers as the adjuster on the file. Covington charged Engle Martin and Summers with responsibility for assessing damages under the Policy and determining what amounts, if any, to pay on the claim. However, Summers was improperly trained and not equipped to handle this type of claim.

4.5 Summers conducted an unreasonable and inadequate investigation and denied obvious covered damage to the Property and business. Summers also grossly undervalued what damage he did accept. After undervaluing the damage, Engle Martin and Summers further reduced estimated items to diminish the amount payable to Mainali under the Policy. Covington's coverage decisions relied on Summers' inadequate investigation and representations. Covington, Engle Martin, and Kastens represented to Mainali that certain damages were not covered under the Policy when in fact they were. Based on Summers' inadequate investigation, Defendants only agreed to pay a portion of what was owing on the claim and denied the rest.

4.6 Mainali was forced to hire a professional representative to seek the coverage under the Policy that Covington sold to Mainali. Because of the damage caused by

the fire and Defendants' delays and refusal to pay for repairs and business losses, the Property sat unrepaired and sustained additional damages. Additionally, because of Defendants' actions, Mainali was unable to re-open the Chevron station and convenience store and Mainali suffered additional damages in the form of lost business income. Defendants have refused to compensate Mainali for his coverage. After agreeing to pay only a fraction of what was due and representing that Mainali did not have the coverage it did, Covington denied the remainder of Mainali's claim.

4.7 Covington, Engle Martin, and Summers wrongfully denied and delayed Mainali's claim for property repairs and business income losses. Furthermore, Defendants have underestimated damages during their investigation. Defendants have chosen to continue to deny and delay timely payment of the damages. As a result, Mainali has not been fully paid under the Policy provided by Covington since the fire.

4.8 As a result of Defendants' acts and/or omissions, Mainali was required to retain an attorney to prosecute its claim for insurance benefits.

4.9 Unfortunately, Defendants have delayed payment for Mainali's necessary and covered property repairs under its insurance policy. Given the repeated delays of payment, Mainali has been subjected to significant economic impact, worry, distress, and continuing economic and physical damage. In addition, Mainali has suffered financial harm and damage as a result of Defendants' denials and repeated delays. The significant effect of Defendants' wrongful and unjustified delays,

however, is still uncompensated.

FIRST CAUSE OF ACTION---Violations of Texas Insurance Code

5.1 Mainali re-alleges and incorporates each allegation contained in Paragraphs 1-4.9 of this Petition as if fully set forth herein.

5.2 Covington, Engle Martin, and Summers failed to attempt to effectuate a prompt, fair, and equitable settlement of a claim with respect to which liability has become reasonably clear, in violation of Texas Insurance Code Section 541.060 (a)(2)(A).

5.3 Covington, Engle Martin, and Summers failed to adopt and implement reasonable standards for prompt investigation of claims arising under its policies.

5.4 Covington, Engle Martin, and Summers failed to provide promptly a reasonable explanation, in relation to the facts or applicable law, for the denial of a claim, in violation of Texas Insurance Code Section 541.060 (a)(3).

5.5 Covington, Engle Martin, and Summers refused to pay a claim without conducting a reasonable investigation with respect to the claim, in violation of Texas Insurance Code Section 541.060 (a)(7).

5.6 Covington, Engle Martin, and Summers misrepresented the insurance policy under which it affords property coverage to Mainali, by making an untrue statement of material fact, in violation of Texas Insurance Code Section 541.061 (1).

Covington, Engle Martin, and Summers misrepresented the insurance policy to Mainali, by making an untrue statement of material fact, in violation of Texas Insurance Code Section 541.061 (1).

5.7 Covington, Engle Martin, and Summers misrepresented the insurance policy under which it affords property coverage to Mainali by failing to state a material fact that is necessary to make other statements made not misleading, in violation of Texas Insurance Code Section 541.061 (2). Covington, Engle Martin, and Summers misrepresented the insurance policy to Mainali by failing to state a material fact that is necessary to make other statements made not misleading, in violation of Texas Insurance Code Section 541.061 (2).

5.8 Covington, Engle Martin, and Summers misrepresented the insurance policy under which it affords property coverage to Mainali by making a statement in such manner as to mislead a reasonably prudent person to a false conclusion of material fact, and failing to disclose a matter required by law to be disclosed, in violation of Texas Insurance Code Section 541.061 (3) and Texas Insurance Code Section 541.002 (1). Covington, Engle Martin, and Summers misrepresented the insurance policy to Mainali by making a statement in such manner as to mislead a reasonably prudent person to a false conclusion of material fact, and failing to disclose a matter required by law to be disclosed, in violation of Texas Insurance Code Section 541.061 (3) and Texas Insurance Code Section 541.002 (1).

5.9 Covington, Engle Martin, and Summers knowingly committed the foregoing acts, with actual knowledge of the falsity, unfairness, or deception of the foregoing acts and practices, in violation of Texas Insurance Code Section 541.002 (1).

SECOND CAUSE OF ACTION---Prompt Payment of Claim

6.1 Mainali re-alleges and incorporates each allegation contained in Paragraphs 1-5.9 of this Petition as if fully set forth herein.

6.2 Covington, Engle Martin, and Summers failed to acknowledge receipt of the claim in violation of Texas Insurance Code Section 542.055 (a)(1).

6.3 Covington, Engle Martin, and Summers failed to timely commence investigation of the claim or to request from Mainali any additional items, statements or forms that Covington, Engle Martin, and Summers reasonably believe to be required from Mainali in violation of Texas Insurance Code Section 542.055 (a)(2)-(3).

6.4 Covington, Engle Martin, and Summers failed to notify Mainali in writing of the acceptance or rejection of the claim not later than the 15th business day after receipt of all items, statements and forms required by Covington, Engle Martin, and Summers in violation of Texas Insurance Code Section 542.056(a).

6.5 Covington, Engle Martin, and Summers delayed payment of Mainali's claim in violation of Texas Insurance Code Section 542.058(a).

THIRD CAUSE OF ACTION---Statutory Interest

7.1 Mainali re-alleges and incorporates each allegation contained in Paragraphs 1-6.5 of the Petition as if fully set forth herein.

7.2 Mainali makes a claim for penalties of 18% statutory interest on the amount of the claims along with reasonable attorneys' fees for violation of Texas Insurance Code Subchapter B pursuant to Texas Insurance Code Section 542.060.

FOURTH CAUSE OF ACTION--Breach of Contract

8.1 Mainali re-alleges and incorporates each allegation contained in Paragraphs 1-7.2 of the Petition as if fully set forth herein.

8.2 Covington breached its contract with Mainali. As a result of Covington's breach, Mainali suffered legal damages.

FIFTH CAUSE OF ACTION--Breach of duty of good faith & fair dealing

9.1 Mainali re-alleges and incorporates each allegation contained in Paragraphs 1-8.2 of the Petition as if fully set forth herein.

9.2 Covington, as the property coverage insurer, had a duty to deal fairly and in good faith with Mainali in the processing of the claim. Covington breached this duty by refusing to properly investigate and effectively denying insurance benefits. Covington knew or should have known that there was no reasonable basis for denying or delaying the required benefits. As a result of Covington's breach of these legal duties, Mainali suffered legal damages.

SIXTH CAUSE OF ACTION--Punitive Damages for Bad Faith

10.1 Mainali re-alleges and incorporates each allegation contained in Paragraphs 1-9.2 of this Petition as if fully set for herein.

10.2 Defendants acted fraudulently and with malice (as that term is legally defined) in denying and delaying Mainali's claim for benefits. Further, Defendants had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of Mainali.

SEVENTH CAUSE OF ACTION---Violations Of Texas DTPA

11.1 Mainali re-alleges and incorporates each allegation contained in Paragraphs 1-10.2 of this Complaint as if fully set forth herein.

11.2. The Deceptive Trade Practices-Consumer Protection Act (DTPA) provides additional protections to consumers who are victims of deceptive, improper, or illegal practices. Defendants' violations of the Texas Insurance Code create a cause of action under the DTPA. Defendants' violations of the Texas Insurance Code, as set forth herein, specifically violate the DTPA as well.

EIGHTH CAUSE OF ACTION---Fraud

12.1 Mainali re-alleges and incorporates each allegation contained in Paragraphs 1-11.2 of this Complaint as if fully set forth herein.

12.2. Covington, Engle Martin, and Summers acted fraudulently as to each representation made to Mainali concerned material facts for the reason they would not have acted and which Covington, Engle Martin, and Summers knew were false or made recklessly without any knowledge of their truth. The representations were made with the intention that they be acted upon by Mainali, who relied on those representations, thereby causing injury and damage to Mainali.

KNOWLEDGE

13.1 Each of the actions described herein were done "knowingly" as that term is used in the Texas Insurance Code and were a producing cause of Mainali's damages.

RESULTING LEGAL DAMAGES

14.1 Mainali is entitled to the actual damages resulting from the Defendants' violations of the law. These damages include the consequential damages to its economic welfare from the wrongful denial and delay of benefits; the mental anguish and physical suffering resulting from this wrongful denial of benefits, and continued impact on Mainali; lost credit reputation; and the other actual damages permitted by law. In addition, Mainali is entitled to exemplary damages.

14.2 As a result of Defendants' acts and/or omissions, Mainali has sustained damages in excess of the minimum jurisdictional limits of this Court.

14.3 Mainali is entitled under law to the recovery of prejudgment interest at the maximum legal rate.

14.4 Defendants' knowing violations of the Texas Insurance Code and DTPA entitle Mainali to the attorneys' fees, treble damages, and other penalties provided by law.

14.5 Mainali is entitled to statutory interest on the amount of their claim at the rate of 18% per year as damages under the Texas Insurance Code 542.060(a).

14.6 As a result of Defendants' acts and/or omissions, Mainali has sustained damages in excess of the jurisdictional limits of this Court.

14.7 Mainali is entitled under law to the recovery of prejudgment interest at the maximum legal rate.

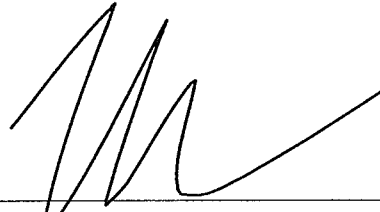
14.8 Mainali is entitled to the recovery of attorneys' fees pursuant to Tex. Civ. Prac. & Rem. Code § 38.001, the Texas Insurance Code § 542.060(a)-(b), the Tex. Bus & Commerce Code § 17.50 and Tex. Civ. Prac. & Rem. Code § 37.009.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that Plaintiff have judgment against Defendants for actual damages in excess of the minimum jurisdictional limits of this Court, pre- and post-judgment interest as allowed by law, costs of suit, and all other relief, at law or in equity, to which Plaintiff may be entitled.

Respectfully submitted,

DOYLE RAIZNER LLP



JEFFREY L. RAIZNER

State Bar No. 00784806

jraizner@doyleraizner.com

ANDREW P. SLANIA

State Bar No. 24056338

aslania@doyleraizner.com

AMY B. HARGIS

State Bar No. 24078630

ahargis@doyleraizner.com

2402 Dunlavy Street

Houston, Texas 77006


Phone: 713.571.1146

Fax: 713.571.1148

ATTORNEYS FOR PLAINTIFF

JURY DEMAND

Mainali hereby demands a trial by jury, a right enshrined in the Constitution of the United States of America and the State of Texas and preserved by the sacrifices of many. The necessary jury fee has been paid.



JEFFREY L. RAIZNER

CIVIL CASE INFORMATION SHEET **DC-15-02510**

CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

STYLED Marnali Corp v. Couston Specialty Ins Co et al
 (e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet: Name: <u>Amy Hargis</u> Email: <u>ahargis@dayleatizner.com</u> Address: <u>2402 Dunlavy</u> Telephone: <u>713-571-1140</u> City/State/Zip: <u>Houston, TX 77006</u> Fax: <u>713-571-1148</u> Signature: <u>[Signature]</u> State Bar No: <u>24078630</u>		Names of parties in case: Plaintiff(s)/Petitioner(s): <u>Marnali Corp</u> Defendant(s)/Respondent(s): <u>Couston Spec. Ins Co</u> <u>Emp. Martin & Assoc, Inc</u> <u>Lynn Summers</u> (Attach additional page as necessary to list all parties)		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____					
2. Indicate case type, or identify the most important issue in the case (select only 1):									
Civil			Family Law						
Contract: <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: <u>Insurance</u> Foreclosure: <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____		Injury or Damage: <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice: <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability: <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____		Real Property: <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters: <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____		Marriage Relationship: <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce: <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law: <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____		Post-judgment Actions (non-Title IV-D): <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D: <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship: <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____	
Employment: <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____		Other Civil: <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____							
Tax: <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax: _____		Probate & Mental Health: Probate/Wills/Intestate Administration: <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____							
3. Indicate procedure or remedy, if applicable (may select more than 1):									
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover					
4. Indicate damages sought (do not select if it is a family law case): <input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input checked="" type="checkbox"/> Over \$1,000,000									

FORM NO. 353-4—CITATION
~~THE STATE OF TEXAS~~

ESERVE (COI)

To: COVINGTON SPECIALTY INSURANCE COMPANY
SERVE COMMISSIONER OF INSURANCE
333 GUADALUPE
AUSTIN TX 78714-9104

CITATION

No.: DC-15-02510

945 E PACES FERRY RD STE 1800, ATLANTA, GA 30326-1160

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Your answer should be addressed to the clerk of the **160th District Court** at 600 Commerce Street, Dallas, Texas 75202.

Said PLAINTIFF being MAINALI CORPORATION

Filed in said Court 2nd day of March, 2015 against
COVINGTON SPECIALTY INSURANCE COMPANY, ENGLE MARTIN & ASSOCIATES INC AND LYNN SUMMERS

For suit, said suit being numbered **DC-15-02510** the nature of which demand is as follows:

Suit On **INSURANCE** etc.

as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

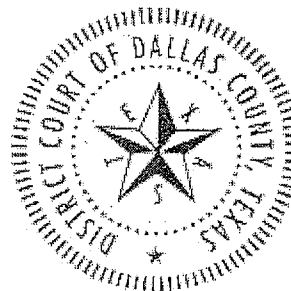
WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office on **this the 12th day of March, 2015**

ATTEST: FELICIA PITRE

Clerk of the District Courts of Dallas, County, Texas

By _____, Deputy
CARMEN MOORER



MAINALI CORPORATION
VS.
COVINGTON SPECIALTY INSURANCE
COMPANY ET AL

ISSUED
ON THIS THE 12TH DAY OF MARCH,
2015

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By CARMEN MOORER, Deputy

Attorney for : Plaintiff
JEFFREY L RAIZNER
DOYLE RAIZNER LLP
2402 DUNLAVY ST
HOUSTON TX 77006
713-571-1146
jraizner@doyleraizner.com

DALLAS COUNTY
SERVICE FEES
NOT PAID

**OFFICER'S RETURN
FOR INDIVIDUALS**

Cause No. DC-15-02510

Court No: 160th District Court

Style: MAINALI CORPORATION

vs.

COVINGTON SPECIALTY INSURANCE COMPANY et al

Received this Citation the _____ day of _____, 20____ at _____ o'clock. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock, by _____ each in person, a copy of this Citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

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**OFFICER'S RETURN
FOR CORPORATIONS**

Received this Citation the _____ day of _____, 20____ at _____ o'clock ____ M. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock ____ M. by summoning the within named Corporation, _____ by delivering to _____
President - Vice President - Registered Agent - in person, of the said

a true copy of this citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----

The distance actually traveled by me in serving such process was _____ miles and my fees are as follows:

For Serving Citation	\$ _____	Sheriff _____
For Mileage	\$ _____	County of _____
For Notary	\$ _____	State of _____
Total Fees	\$ _____	By _____

To certify which witness by my hand.

(Must be verified if served outside the State of Texas)

State of _____

County of _____

Signed and sworn to me by the said _____ before me this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Seal

State & County of _____

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To:

ENGLE MARTIN & ASSOCIATES, INC.,
BY SERVING REGISTERED AGENT CORP SERVICE COMPANY
211 EAST 7TH ST
AUSTIN TX 78701

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **160th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **MAINALI CORPORATION**

Filed in said Court **2nd day of March, 2015** against

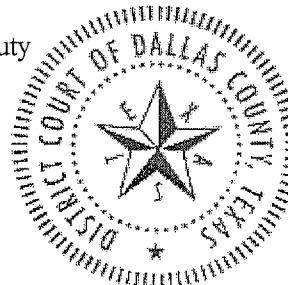
**COVINGTON SPECIALTY INSURANCE COMPANY , ENGLE MARTIN & ASSOCIATES INC
AND LYNN SUMMERS**

For Suit, said suit being numbered **DC-15-02510**, the nature of which demand is as follows:
Suit on **INSURANCE** etc. as shown on said petition ,
a copy of which accompanies this citation. If this citation is not served, it shall be returned
unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 12th day of March, 2015.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By /s/ Carmen Moorer , Deputy
CARMEN MOORER



ESERVE

CITATION

DC-15-02510

**MAINALI CORPORATION
vs.
COVINGTON SPECIALTY
INSURANCE COMPANY et al**

ISSUED THIS
12th day of March, 2015

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: CARMEN MOORER, Deputy

Attorney for Plaintiff
JEFFREY L RAIZNER
2402 DUNLAVY ST
HOUSTON TX 77006
713-571-1146
jraizner@doyleraizner.com

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

OFFICER'S RETURN

Case No. : DC-15-02510

Court No.160th District Court

Style: MAINALI CORPORATION

vs.

COVINGTON SPECIALTY INSURANCE COMPANY et al

Came to hand on the _____ day of _____, 20_____, at _____ o'clock _____ .M. Executed at _____,
within the County of _____ at _____ o'clock _____ .M. on the _____ day of _____,
20_____, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by
me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20_____,
to certify which witness my hand and seal of office.

Notary Public _____ County _____

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To:

LYNN SUMMERS
13840 JAMES RANCH COURT
JUSTIN TX 76247

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **160th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **MAINALI CORPORATION**

Filed in said Court **2nd day of March, 2015** against

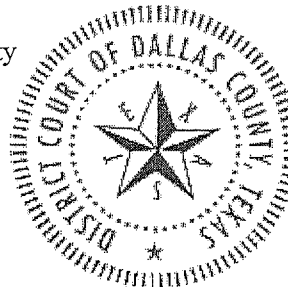
**COVINGTON SPECIALTY INSURANCE COMPANY , ENGLE MARTIN & ASSOCIATES INC
AND LYNN SUMMERS**

For Suit, said suit being numbered **DC-15-02510**, the nature of which demand is as follows:
Suit on **INSURANCE** etc. as shown on said petition ,
a copy of which accompanies this citation. If this citation is not served, it shall be returned
unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 12th day of March, 2015.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By /s/ Carmen Moorers , Deputy
CARMEN MOORER



ESERVE

CITATION

DC-15-02510

**MAINALI CORPORATION
vs.
COVINGTON SPECIALTY
INSURANCE COMPANY et al**

ISSUED THIS
12th day of March, 2015

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: CARMEN MOORER, Deputy

Attorney for Plaintiff
JEFFREY L RAIZNER
2402 DUNLAVY ST
HOUSTON TX 77006
713-571-1146
jraizner@doyleraizner.com

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

OFFICER'S RETURN

Case No. : DC-15-02510

Court No.160th District Court

Style: MAINALI CORPORATION

vs.

COVINGTON SPECIALTY INSURANCE COMPANY et al

Came to hand on the _____ day of _____, 20_____, at _____ o'clock _____ .M. Executed at _____,
within the County of _____ at _____ o'clock _____ .M. on the _____ day of _____,
20_____, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by
me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20_____,
to certify which witness my hand and seal of office.

Notary Public _____ County _____

Dianne Coffey

FILED
DALLAS COUNTY
3/19/2015 1:40:36 PM
FELICIA P
DISTRICT CLERK

160th District Court of DALLAS County, Texas

600 COMMERCE STREET, ROOM 640 DALLAS TX 75202

Case #: DC-15-02510

MAINALI CORPORATION

Plaintiff

vs

COVINGTON SPECIALTY INSURANCE COMPANY, ENGLE MARTIN & ASSOCIATES INC AND LYNN SUMMERS

Defendant

RETURN OF SERVICE

I, Floyd J Boudreaux, make statement to the fact;
That I am a competent person more than 18 years of age or older and not a party to this action, nor interested in outcome of the suit. That I received the documents stated below on 03/13/15 10:14 am, instructing for same to be delivered upon Covington Specialty Insurance Company By Delivering To Its Commissioner Of Insurance.

That I delivered to : Covington Specialty Insurance Company By Delivering To Its
: Commissioner Of Insurance. By Delivering to Letitia Wilhelm,
: Program Specialist

the following : CITATION; PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND

at this address : 333 Guadalupe
: Austin, Travis County, TX 78714-9104

Manner of Delivery : by PERSONALLY delivering the document(s) to the person above.

Delivered on : MAR 13, 2015 11:05 am

My name is Floyd J Boudreaux, my date of birth is JAN 10th, 1943, and my address is Professional Civil Process Downtown, 2211 S. IH 35, Suite 203, Austin TX 78741, and U.S.A. I declare under penalty of perjury that the foregoing is true and correct. Executed in Travis County, State of Texas, on the 13 day of

MAR, 2015.


Floyd J. Boudreaux
Declarant

Texas Certification#: SCH-3506 Exp. 02/28/17

Private Process Server

Professional Civil Process Of Texas, Inc
103 Vista View Trail Spicewood TX 78669
(512) 477-3500

PCP Inv#: Z15300108
SO Inv#: A15302747



AX02A15302747

tomcat

+ Service Fee: 65.00
Witness Fee: .00
Mileage Fee: .00

Raizner, Jeffrey L.

E-FILE RETURN

DELIVERED THIS ____ DAY OF ____

BY _____
PROFESSIONAL CIVIL PROCESS

FORM NO. 353-4 CITATION
THE STATE OF TEXAS

ESERVE (COD)

To: COVINGTON SPECIALTY INSURANCE COMPANY
SERVE COMMISSIONER OF INSURANCE
333 GUADALUPE
AUSTIN TX 78714-9104

CITATION

945 E PACES FERRY RD STE 1800, ATLANTA, GA 30326-1160

No.: DC-15-02510

MAINALI CORPORATION
VS.
COVINGTON SPECIALTY INSURANCE
COMPANY ET AL

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Your answer should be addressed to the clerk of the 160th District Court
at 600 Commerce Street, Dallas, Texas 75202.

ISSUED
ON THIS THE 12TH DAY OF MARCH,
2015

Said PLAINTIFF being MAINALI CORPORATION

Filed in said Court 2nd day of March, 2015 against
COVINGTON SPECIALTY INSURANCE COMPANY, ENGLE MARTIN & ASSOCIATES INC AND
LYNN SUMMERS

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

For suit, said suit being numbered DC-15-02510 the nature of which demand is as follows:
Suit On INSURANCE etc.

as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

By CARMEN MOORER, Deputy

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office on this the 12th day of March, 2015

ATTEST: FELICIA PITRE

Clerk of the District Courts of Dallas, County, Texas

By _____, Deputy
CARMEN MOORER



Attorney for : Plaintiff
JEFFREY L. RAIZNER
DOYLE RAIZNER LLP
2402 DUNLAVY ST
HOUSTON TX 77006
713-571-1146
jraizner@doyleraizner.com

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

**OFFICER'S RETURN
FOR INDIVIDUALS**

Cause No. DC-15-02510

Court No: 160th District Court

Style: MAINALI CORPORATION

vs.

COVINGTON SPECIALTY INSURANCE COMPANY et al

Received this Citation the _____ day of _____, 20____ at _____ o'clock. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock, by _____ delivering to the within named _____ each in person, a copy of this Citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----

**OFFICER'S RETURN
FOR CORPORATIONS**

Received this Citation the _____ day of _____, 20____ at _____ o'clock ____ M. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock ____ M. by summoning the within named Corporation, _____ by delivering to _____
President - Vice President - Registered Agent - in person, of the said _____

a true copy of this citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----

The distance actually traveled by me in serving such process was _____ miles and my fees are as follows:

To certify which witness by my hand.

For Serving Citation	\$ _____	Sheriff	_____
For Mileage	\$ _____	County of	_____
For Notary	\$ _____	State of	_____
Total Fees	\$ _____	By	_____

(Must be verified if served outside the State of Texas)

State of _____

County of _____

Signed and sworn to me by the said _____ before me this _____
day of _____, 20____, to certify which witness my hand and seal of office.

Seal

State & County of _____

Dianne Coffey

160th District Court of DALLAS County, Texas
600 COMMERCE STREET, ROOM 640 DALLAS TX 75202

Case #: DC-15-02510

MAINALI CORPORATION

Plaintiff

vs

COVINGTON SPECIALTY INSURANCE COMPANY, ENGLE MARTIN & ASSOCIATES INC AND LYNN
SUMMERS

Defendant

RETURN OF SERVICE

I, Floyd J Boudreaux, make statement to the fact;
That I am a competent person more than 18 years of age or older and not a party to
this action, nor interested in outcome of the suit. That I received the documents
stated below on 03/13/15 10:13 am, instructing for same to be delivered upon Engle
Martin & Associates, Inc. By Delivering To Its Reg. Agent Corporate Service Company.

That I delivered to : Engle Martin & Associates, Inc. By Delivering To Its Reg. Agent
: Corporate Service Company. By Delivering to Sue Vertrees,
: Customer Service

the following : CITATION; PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND


at this address : 211 East 7th St.
: Austin, Travis County, TX 78701

Manner of Delivery : by PERSONALLY delivering the document(s) to the person above.

Delivered on : MAR 13, 2015 11:20 am

My name is Floyd J Boudreaux, my date of birth is JAN 10th, 1943, and my address is
Professional Civil Process Downtown, 2211 S. IH 35, Suite 203, Austin TX 78741, and
U.S.A. I declare under penalty of perjury that the foregoing is true and correct.
Executed in Travis County, State of Texas, on the 13 day of

MAR, 2015.


Floyd J Boudreaux
Declarant

Texas Certification#: SCH-3506 Exp. 02/28/17

Private Process Server

Professional Civil Process Of Texas, Inc
103 Vista View Trail Spicewood TX 78669
(512) 477-3500

PCP Inv#: Z15300109
SO Inv#: A15302754



AX02A15302754

+ Service Fee: 65.00
Witness Fee: .00
Mileage Fee: .00

tomcat

Raizner, Jeffrey L.

E-FILE RETURN

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

DELIVERED THIS _____ DAY OF _____
BY _____
PROFESSIONAL CIVIL PROCESS

To:

ENGLE MARTIN & ASSOCIATES, INC.,
BY SERVING REGISTERED AGENT CORP SERVICE COMPANY
211 EAST 7TH ST
AUSTIN TX 78701

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the 160th District Court at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **MAINALI CORPORATION**

Filed in said Court 2nd day of March, 2015 against

**COVINGTON SPECIALTY INSURANCE COMPANY, ENGLE MARTIN & ASSOCIATES INC
AND LYNN SUMMERS**

For Suit, said suit being numbered DC-15-02510, the nature of which demand is as follows:
Suit on **INSURANCE** etc. as shown on said petition,
a copy of which accompanies this citation. If this citation is not served, it shall be returned
unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 12th day of March, 2015.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By _____ /s/ Carmen Moorers, Deputy
CARMEN MOORER



ESERVE

CITATION

DC-15-02510

**MAINALI CORPORATION
vs.
COVINGTON SPECIALTY
INSURANCE COMPANY et al**

ISSUED THIS
12th day of March, 2015

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: CARMEN MOORER, Deputy

Attorney for Plaintiff
JEFFREY L RAZNER
2402 DUNLAVY ST
HOUSTON TX 77006
713-571-1146
jraizner@doyleraizner.com

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

OFFICER'S RETURN

Case No. : DC-15-02510

Court No.160th District Court

Style: MAINALI CORPORATION

vs.

COVINGTON SPECIALTY INSURANCE COMPANY et al

Came to hand on the _____ day of _____, 20_____, at _____ o'clock _____ M. Executed at _____
within the County of _____ at _____ o'clock _____ M. on the _____ day of _____
20_____, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by
me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20_____,
to certify which witness my hand and seal of office.

Notary Public _____ County _____

160th District Court of DALLAS County, Texas

600 COMMERCE STREET, ROOM 640 DALLAS TX 75202

Case #: DC-15-02510

MAINALI CORPORATION

Plaintiff

vs

COVINGTON SPECIALTY INSURANCE COMPANY, ENGLE MARTIN & ASSOCIATES INC AND LYNN SUMMERS

Defendant

RETURN OF SERVICE

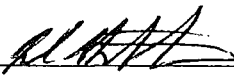
I, John H Stearns, make statement to the fact;
That I am a competent person more than 18 years of age or older and not a party to this action, nor interested in outcome of the suit. That I received the documents stated below on 03/13/15 10:39 am, instructing for same to be delivered upon Summers, Lynn.

That I delivered to : Summers, Lynn.
the following : CITATION; PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND
at this address : 808 W University Dr
: Denton, Denton County, TX 76201
Manner of Delivery : by PERSONALLY delivering the document(s) to the person above.
Delivered on : March 23, 2015 2:08 pm

My name is John H Stearns, my date of birth is August 12th, 1968, and my address is Professional Civil Process Dallas, Inc., 2206 Century Center Blvd., Irving TX 75062, and U.S.A. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 24 day of

Mar, 20 15.



Declarant

John H Stearns

Texas Certification#: SCH-8853 Exp. 07/31/17

Private Process Server

Professional Civil Process Of Texas, Inc
103 Vista View Trail Spicewood TX 78669
(512) 477-3500

PCP Inv#: D15300440
SO Inv#: A15302753



AX02A15302753

+ Service Fee: .00
Witness Fee: .00
Mileage Fee: .00

pisculli

Raizner, Jeffrey L.

E-FILE RETURN

Cause No. DC-15-02510

MAINALI CORPORATION § IN THE DISTRICT COURT OF
 §
V. § DALLAS COUNTY, TEXAS
 §
COVINGTON SPECIALTY INSURANCE §
COMPANY, ENGLE MARTIN & §
ASSOCIATES, INC., AND §
LYNN SUMMERS § 160th JUDICIAL DISTRICT

PLAINTIFF'S NOTICE OF CHANGE IN FIRM AFFILIATION

Plaintiff's counsel files this Notice of Change in Firm Affiliation and hereby provides notice that effective April 1, 2015, Jeff Raizner, Raizner Slania LLP, is designated as lead counsel in this matter with the following contact information:

Raizner Slania LLP
2402 Dunlavy St.
Houston, Tx. 77006
Phone: 713.554.9099
Fax: 713.554.9098
efile@raiznerlaw.com

Plaintiff further provides notice that Michael P. Doyle is not affiliated with the law firm of Raizner Slania LLP and Plaintiff requests that this Court remove them from the service list.

Respectfully submitted,

/s/Jeffrey L. Raizner
RAIZNER SLANIA LLP
JEFFREY L. RAIZNER
State Bar No. 00784806
jraizner@raiznerlaw.com
ANDREW P. SLANIA
State Bar No. 24056338
aslania@raiznerlaw.com
AMY HARGIS
State Bar No. 24078630

ahargis@raiznerlaw.com
2402 Dunlavy St.
Houston, Texas 77006
Phone: 713.554.9099
Fax: 713.554.9098

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Notice of Change in Firm Affiliation was furnished via electronic filing, U.S. Mail and/or facsimile to all counsel of record on April 2, 2015:

/s/ Jeffrey L. Raizner
JEFFREY L. RAIZNER

CAUSE NO. DC-15-02510

MAINALI CORPORATION,	§	IN THE DISTRICT COURT
Plaintiff,	§	
	§	
v.	§	191st JUDICIAL DISTRICT
	§	
COVINGTON SPECIALTY	§	
INSURANCE COMPANY, ENGLE	§	
MARTIN & ASSOCIATES, INC., AND	§	
LYNN SUMMERS	§	
Defendants.	§	DALLAS COUNTY, TEXAS

DEFENDANTS' ORIGINAL ANSWER TO PLAINTIFF'S ORIGINAL PETITION

Defendants Covington Specialty Insurance Company, Engle Martin & Associates, Inc., and Lynn Summers file their Original Answer in response to Plaintiff's Original Petition and shows as follows:

I.
GENERAL DENIAL

Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendants generally deny each and every, all and singular, the allegations stated in Plaintiff's Original Petition, and since they are allegations of fact, demand strict proof thereof by a preponderance of the credible evidence in accordance with the laws of the State of Texas.

II.
DEMAND FOR APPRAISAL/CONDITION PRECEDENT

On March 30, 2015, Covington Specialty Insurance Company ("Covington"), invoked its right and issued a formal demand for appraisal to Plaintiff pursuant to the following policy conditions:

E. Loss Conditions

* * *

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraiser, we will still retain our right to deny the claim.

Because Covington has invoked the appraisal process pursuant to the terms of the contract of insurance between Plaintiff and Covington, and the appraisal process is still under way, Plaintiff has not satisfied all conditions precedent to filing or maintaining suit against Covington, and Covington denies that Plaintiff has satisfied all conditions precedent to bringing suit.

By invoking appraisal, Covington does not waive any coverage defenses or limitations supported by the terms, conditions, and exclusions included in the Policy or applicable law.

III.

VERIFIED PLEA IN ABATEMENT

On March 2, 2015, Plaintiff filed suit seeking recovery against all Defendants under Chapter 541, subchapter B of the Texas Insurance Code. Prior to seeking recovery under Chapter 541, subchapter B of the Texas Insurance Code, Plaintiff is required to provide written notice to all Defendants "not later than the 61st day before the date the action is filed." TEX. INS. CODE § 541.154. Additionally, the Insurance Code requires that the written notice state Plaintiff's specific

complaint, along with the amount of his damages and expenses, if any, including attorney's fees reasonably incurred in asserting the claim. *Id.*

Plaintiff did not give the required 60-day notice before filing suit. Defendants Engle Martin & Associates, Inc. and Lynn Summers have not received any written notice of Plaintiff's Insurance Code claims as required by Section 541.154 of the Texas Insurance Code. Likewise, Defendant Covington has not received any written notice that satisfies the Insurance Code requirement to provide notice of the specific complaint, damages and expenses being claimed. Accordingly, Defendants file this plea in abatement, pursuant to Section 541.155 of the Texas Insurance Code, to abate Plaintiff's action against Defendants until 60 days after notice is provided in compliance with the Insurance Code. *Id.* Defendants should have the opportunity, before litigation is pending, to evaluate whether to avail themselves of the Insurance Code's provisions.

Plaintiff's failure to provide the required statutory written notice has been verified. Therefore, this suit shall be automatically abated without order of the Court beginning on the 11th day after the filing of the plea in abatement, unless Plaintiff files a controverting affidavit, in accordance with Section 541.155(c)(2) of the Insurance Code. Accordingly, this suit must be abated a full 60 days after Plaintiff serves proper written notice(s) of its Insurance Code claims.

IV. PRAYER

WHEREFORE, Covington Specialty Insurance Company, Engle Martin & Associates, Inc., and Lynn Summers respectfully pray that Plaintiff take nothing by its suit herein, and for all other relief to which Defendants are justly entitled.

Respectfully submitted,

/s/Harrison H. Yoss

Harrison H. Yoss
State Bar No. 22169030
Daniel P. Buechler
State Bar No. 24047756

THOMPSON, COE, COUSINS & IRONS, L.L.P.
700 N. Pearl Street, 25th Floor
Dallas, Texas 75201
Telephone: (214) 871-8200
Facsimile: (214) 871-8209
Email: hyoss@thompsoncoe.com
dbuechler@thompsoncoe.com

COUNSEL FOR DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that on April 3, 2015 a true and correct copy of the foregoing has been forwarded to counsel of record in accordance with the Texas Rules of Civil Procedure.

Jeffrey L. Raizner
Andrew P. Slania
Amy B. Hargis
DOYLE RAIZNER LLP
2402 Dunlavy Street
Houston, Texas 77006
COUNSEL FOR PLAINTIFF

/s/Daniel P. Buechler

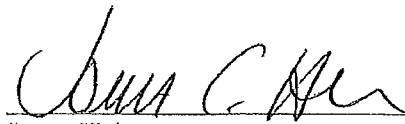
Daniel P. Buechler

VERIFICATION

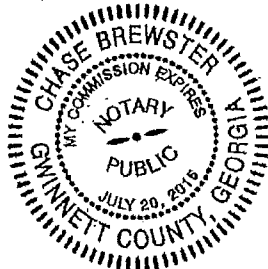
STATE OF GA

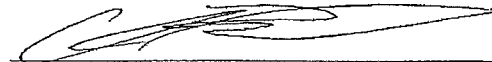
COUNTY OF Gwinnett

BEFORE ME, the undersigned authority, on this day personally appeared Jonna Holm, who being by me first duly sworn, did on her oath depose and say that she is an employee of Covington Specialty Insurance Company, who is duly authorized to verify the foregoing abatement on behalf of Covington Specialty Insurance Company, and upon information and belief that the factual statements contained within are based upon her personal knowledge, true and correct.


Jonna Holm

SUBSCRIBED AND SWORN TO BEFORE ME this 3 day of April, 2015.




Notary Public, State of GEORGIA

Printed Name of Notary: CHASE BREWSTER

My commission expires:

7/20/15

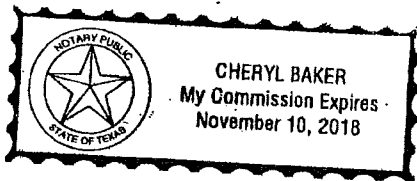
VERIFICATION

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Lynn Summers, who being by me first duly sworn, did on his oath depose and say that he is an employee of Engle Martin & Associates, Inc., who is duly authorized to verify the foregoing abatement on behalf of Engle Martin & Associates, Inc., and upon information and belief that the factual statements contained within are based upon his personal knowledge, true and correct.

Lynn Summers
Lynn Summers

SUBSCRIBED AND SWORN TO BEFORE ME this 3rd day of April, 2015.



Cheryl Baker
Notary Public, State of Texas

Printed Name of Notary: CHERYL BAKER

My commission expires:

11/10/2018